

REMARKS

Status of the Claims

After entry of the foregoing amendments, Claims 20-21, 23-32, 34-38, and 40 are pending in the present application. Claims 20 and 21 are the independent claims. Applicants have amended Claims 20-21, 23-32, 34-38, and 40 herein. Applicants have canceled Claim 39 without prejudice to, or disclaimer of, the subject matter recited therein. No new matter has been added by way of the above amendments.

Unless explicitly stated otherwise, the above claim amendments were not made for reasons substantially related to the statutory requirements for patentability. Furthermore, unless stated otherwise, the above claim amendments were made simply to make express what had been implicit in the claims as originally worded and therefore are not narrowing amendments that would create any type of prosecution history estoppel or disclaimer. Applicants address below the rejections raised in the Office Action.

Claim Rejections

In the Office Action, Claims 20, 21, 23-32, and 34-39 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent Application Publication No. 2004/0039651 to Grunzig et al. (hereinafter “*Grunzig*”). Claim 40 was not addressed in the Office Action.

A. The Rejections Presented In The Office Action Do Not Support A Prima Facie Case of Obviousness

The Examiner bears the initial burden of factually supporting any prima facie conclusion of obviousness. *See* MPEP § 2142. The Federal Circuit has stated that “rejections on obviousness cannot be sustained with mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” *See* MPEP § 2142. (quoting *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1329, 1336 (Fed. Cir. 2006)). To support a prima facie case of obviousness, the document cited by the Examiner must teach or suggest each and every element recited in the Applicants’ claims. Applicants submit that the Examiner’s rejections are based on mere conclusory statements, and

that *Grunzig* does not disclose, teach, suggest, or make obvious each and every feature of Applicants' pending claims.

The Examiner has not cited to any particular portions of *Grunzig* that teach or suggest the specific elements recited in Applicants' claims. Instead, the Examiner points to the Abstract and paragraphs 1, 2, 8, 10, 12, 15-24, and 26-45 of *Grunzig* as allegedly disclosing the entirety of Claim 20. Neither the rejections presented in the Office Action nor the disclosure of *Grunzig* address the specific elements recited in the Applicants' pending claims. Furthermore, the rejections presented in the Office Action fail to consider the elements recited in Applicants' dependent claims.

Accordingly, the rejections presented in the Office Action do not support a prima facie case of obviousness.

B. Specific Features Of Applicants' Independent Claims That *Grunzig* Does Not Teach Or Suggest

Claims 20 and 21 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over *Grunzig*. Applicants submit that *Grunzig* does not disclose all of the features of Claims 20 and 21. For example, Applicants submit that *Grunzig* fails to disclose, teach, suggest, or make obvious at least the features of: (1) reserving a credit stipulated by the transaction data at the associated service provider node for the second network subscriber node by debiting an account at the first network subscriber node, which account is managed at the associated service provider node, and confirming the reserved credit by the associated service provider node to the third network subscriber node via the fourth communication network; and (2) posting the reserved credit to the second network subscriber node via the associated service provider node, as recited in Claims 20 and 21.

As Applicants understand, *Grunzig* discloses a method "for protecting a transaction over a computer network by which a one-time transaction password is transmitted to a service user and transmitted by the service user to a service provider over the computer network to confirm the transaction." *See Grunzig*, Abstract. A "service user enters in a corresponding dialogue mask on his PC his credit card number and mobile phone number, which are transmitted to the server by safe transmission, for example by SSL. Name and address can likewise be inputted and transmitted as well." *See Grunzig*, para. 29. "To increase security, the service user's personal data are checked before a transaction password is transmitted to him." *See Grunzig*,

para. 8. “The service user then enters the TAN in a corresponding input mask on the PC. Finally, the TAN is sent from the PC to the background system, for example the service operator’s Internet server. The TAN sent to the service user is then compared with the TAN deposited there. In case of successful comparison, the service user’s credit card account is charged.” *See Grunzig*, para. 30.

In contrast to *Grunzig*, Applicants’ independent Claims 20 and 21 recite “reserving a credit stipulated by the transaction data at the associated service provider node by debiting an account at the first network subscriber node,” “said associated service provider node comprising a mobile telephone provider node,” and “in response to a successful verification of the input transaction number: posting the reserved credit to the second network subscriber node via the associated service provider node.” *Grunzig* does not disclose or suggest these features. Instead, *Grunzig* discloses that “the service user’s credit card account is charged” “in case of successful comparison” of “[t]he TAN sent to the service user” and “the TAN deposited there.” *See Grunzig*, para. 30. Further, in each of the examples provided by *Grunzig*, “the eventual payment will always be made by the service user’s credit card.” *See Grunzig*, para.30.

Furthermore, *Grunzig* does not disclose or suggest a two step process of reserving a credit and then posting a credit after a successful verification of a transaction as required by Claims 20 and 21. Instead, *Grunzig*’s method merely provides that a “service user’s credit card account is charged” “in case of successful comparison” of “[t]he TAN sent to the service user” and “the TAN deposited there.” *See Grunzig*, para. 30. There is no disclosure or suggestion in *Grunzig* that a credit is reserved on a credit card account or any other account until a successful verification of a transaction.

Therefore, Applicants submit that *Grunzig* fails to disclose, teach, or suggest at least these features of independent Claims 20 and 21. Accordingly, Applicants respectfully submit that independent Claims 20 and 21 are patentable over *Grunzig*.

C. Dependent Claims

Each of Claims 23-32, 34-38, and 40 depends directly or indirectly from one of the independent claims discussed above. Accordingly, for at least the reasons discussed previously with respect to Claims 20 and 21, Applicants submit that these dependent claims are likewise patentable over *Grunzig*. The dependent claims also recite additional features that further define the claimed invention over *Grunzig*, and the Applicants submit that *Grunzig* does not disclose,

teach, or suggest integrating any of those additional features into the presently claimed invention. Accordingly, Applicants request separate and individual consideration of each dependent claim.

No Waiver

Applicants have not addressed each specific rejection of the independent and dependent claims because Applicants submit that the independent claims are allowable, as discussed above. Applicants have not acquiesced to any such rejections and reserve the right to address the patentability of any additional claim features in the future.

CONCLUSION

The foregoing is submitted as a full and complete response to the Office Action mailed on October 7, 2009. Applicants submit that this application is in condition for allowance and respectfully requests such action. If any issues exist that can be resolved with an Examiner's Amendment or a telephone conference, please contact Applicants' undersigned attorney at 404-572-4600.

Date signed: April 7, 2007

Respectfully submitted,

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